

RECEIVED
FEB 3 2000 AM 11:51:45

1 Jeffrey L. Hartman, Esq., #001607
HARTMAN & ARMSTRONG, LTD.
2 427 West Plumb Lane
Reno, Nevada 89509
3 Telephone: (775) 786-5400
4 Attorneys for Debtor

2000 FEB -3 AM 11:51:45

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA
CLERK OF COURT
PATRICK J. CLARK CLERK

5
6 UNITED STATES BANKRUPTCY COURT
7 DISTRICT OF NEVADA

8 IN RE: Case No.: BK-N-99-33938-GWZ

9 PORTIVITY, INC., Chapter 7

10 Debtor.

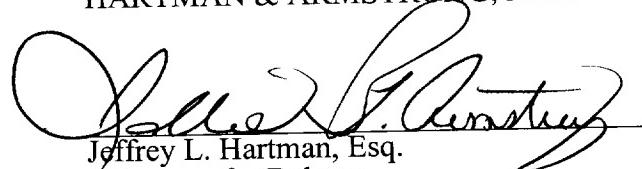
SCHEDULE A THROUGH
SCHEDULE H AND STATEMENT
OF FINANCIAL AFFAIRS.

11 / (No Hearing Required)

12 Jeffrey L. Hartman, Esq. of Hartman & Armstrong, Ltd., attorneys for Portivity, Inc.,
13 hereby submits Schedule A through Schedule H and Statement Of Financial Affairs for the
14 above-captioned Chapter 7 case.

15 DATED this 3rd day of February, 2000.

16 HARTMAN & ARMSTRONG, LTD.

17 
18 Jeffrey L. Hartman, Esq.
19 Attorneys for Debtor
20



**United States Bankruptcy Court
District of Nevada**

In re **Portivity, Inc.**
88-0238203

Case No. **99-33938**Chapter **7**

SUMMARY OF SCHEDULES

AMOUNTS SCHEDULED

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	YES	1	\$ 0.00		
B - Personal Property	YES	3	\$ 12,910.00		
C - Property Claimed As Exempt	YES	1			
D - Creditors Holding Secured Claims	YES	2		\$ 1,808,000.00	
E - Creditors Holding Unsecured Priority Claims	YES	6		\$ 129,429.09	
F - Creditors Holding Unsecured Nonpriority Claims	YES	16		\$ 1,448,297.84	
G - Executory Contracts and Unexpired Leases	YES	1			
H - Codebtors	YES	1			
I - Current Income of Individual Debtor(s)	NO	0			\$ 0.00
J - Current Expenditures of Individual Debtor(s)	NO	0			\$ 0.00
Total Number of sheets in ALL Schedules ➤		31			
Total Assets ➤			\$ 12,910.00		
				Total Liabilities ➤	\$ 3,385,726.93

In re: **Portivity, Inc.**
88-0238203

Case No. 99-33938

SCHEDULE A - REAL PROPERTY

DESCRIPTION AND LOCATION OF PROPERTY	NATURE OF DEBTOR'S INTEREST IN PROPERTY	HUSBAND, WIFE, JOINT OR COMMUNITY	CURRENT MARKET VALUE OF DEBTOR'S INTEREST IN PROPERTY WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	AMOUNT OF SECURED CLAIM
		Total ➤		0.00

(Report also on Summary of Schedules.)

In re Portivity, Inc.
88-0238203

Case No. 99-33938

SCHEDULE B - PERSONAL PROPERTY

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT OR COMMUNITY	CURRENT MARKET VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
1. Cash on hand	X			
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		Silicon Valley Bank Money Market Account		5.00
		U.S. Bank Account No. 153700244913		5.00
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.	X			
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6. Wearing apparel.	X			
7. Furs and jewelry.	X			
8. Firearms and sports, photographic, and other hobby equipment.	X			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	X			
10. Annuities. Itemize and name each issuer.	X			
11. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Itemize.	X			
12. Stock and interests in incorporated and unincorporated businesses. Itemize.	X			
13. Interests in partnerships or joint ventures. Itemize.	X			

In re **Portivity, Inc.**
88-0238203Case No. **99-33938**

SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT OR COMMUNITY	CURRENT MARKET VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITH- OUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
14. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
15. Accounts receivable.		Collins & Aikman Floorcoverings (see attached Exhibit "B-1")		12,900.00
16. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
17. Other liquidated debts owing debtor including tax refunds. Give particulars.	X			
18. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule of Real Property.	X			
19. Contingent and non-contingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			
20. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	X			
21. Patents, copyrights, and other intellectual property. Give particulars.	X			
22. Licenses, franchises, and other general intangibles. Give particulars.		Licenses for Code/Product (see attached Exhibit "B-2")		unknown
23. Automobiles, trucks, trailers, and other vehicles.	X			
24. Boats, motors, and accessories.	X			
25. Aircraft and accessories.	X			
26. Office equipment, furnishings, and supplies.		Various Apple Computers (located in storage unit)		unknown
		Various computer monitors (located in storage unit)		unknown
		Various Power PC's (located in storage unit)		unknown

In re Portivity, Inc.
88-0238203

Case No. 99-33938

SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT OR COMMUNITY	CURRENT MARKET VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
27. Machinery, fixtures, equipment and supplies used in business.	X			
28. Inventory.	X			
29. Animals.	X			
30. Crops - growing or harvested. Give particulars.	X			
31. Farming equipment and implements.	X			
32. Farm supplies, chemicals, and feed.	X			
33. Other personal property of any kind not already listed. Itemize.	X			
<hr/> continuation sheets attached			Total ➤	\$ 12,910.00

(Include amounts from any continuation sheets attached. Report total also on Summary of Schedules.)



PORTIVITY

PORTIVITY

PORTIVITY, INC. (Formerly, Borealis Technology Corporation)
9790 Gateway Drive, Suite 200
Reno, NV 89511
775-850-7600
Fax: 775-850-7615

Invoice No.	BR100025
Invoice Date	05/24/99
Terms	Net 30

Bill To:

**Collins & Aikman Floorcoverings
311 Smith Industrial Blvd.
Dalton, GA 30722**

Daniel V. McCay

Ship To:

Collins & Aikman Floorcoverings
311 Smith Industrial Blvd.
Dalton, GA 30722

Attn: Darrel V. McCay

Exhibit “B”

PORTIVITY INCORPORATED
285 Hamilton Avenue Suite 430 Palo Alto, California 94301 (650) 566-6800 Tel. (650) 566-6801 Fax
www.portivity.com



PORTIVITY

PORTIVITY

PORITIVITY, INC. (Formerly, Borealis Technology Corporation)
9790 Gateway Drive, Suite 200
Reno, NV 89511
775-850-7600
Fax: 775-850-7615

Invoice No.	BR100027
Invoice Date	06/22/99
Terms	Net 30

Bill To:
Collins & Aikman Floorcoverings
P.O. Box 1447
Dalton, GA 30722-1447

Ship To:
Collins & Aikman Floorcoverings
P.O. Box 1447
Dalton, GA 30722-1447

• David V. McCay

Attn: Darrel V. McCay

X 22

CONFIDENTIAL
ATTORNEY/CLIENT COMMUNICATION

AUDIT REPORT //// AUDIT CONDUCTED MARCH 28-31 1997

To Borealis Technology Corp. Officers and Inside Directors :

1. Introduction:

This report and any opinions expressed hereby are limited to my review of those documents listed below and those individuals interviewed in connection therewith between the dates of March 28 and April 1, 1997. As such, to the extent documents were unavailable for whatever reason or individuals were either unavailable or unable to recall certain information, opinions, if any, expressed below may be invalid or incorrect do to said unavailability of such documents or information. Such may also be the case if such unavailable information would alter or in any way affect any opinions which are derived from available information. Any liability arising therefrom is hereby expressly disclaimed. Further, nothing in this letter shall be construed as an opinion or interpretation of Nevada law.

2. Arsenal Chain of Title:

Borealis Technology Corporation, a Delaware Corp. as successor in interest to Sierra Software a Nevada Corp. owns all right title and interest to Arsenal as a work as defined in section 101 et seq of the Copyright Act. Arsenal is made up of several components some of which are original and others which are licensed. The work as a whole, subject to certain rights reserved by Licensors listed below should be protected under The Act and registered in each of it's versions (Mac and Win) through code deposits with the U.S. Copyright Office as discussed below.

The core "Engine" of the product hereinbefore referred to and marketed as Inside Out was acquired in 1990 by Sierra Software, a Division of EFS a Mass. Corp. from Shana Corp. a Canadian Corporation. In 1992 Sierra Software acquired all assets and liabilities of EFS with the sole exception of Inside Out. This product was the subject of a separate license agreement between the parties. The license agreement provided for a buy-out option which was subsequently exercised in 1995 thereby transferring all right title and interest in and to Inside Out to Sierra Software and further waiving any and all outstanding royalty obligations. Inside Out was subsequently acquired by the Company pursuant to the Sierra/Borealis merger Agreement.

No express assignments with respect to this code have been recorded.

It appears that all subsequent modifications and creation of derivative works were created by Borealis employees within the scope of their employment or independent contractors under agreement and assignment.

Additional components of the product are built on a core base of a product previously known as SalesBase. However, less than 10% of Arsenal is so derived. SalesBase and all right title and interest thereto was acquired in an Asset purchase by Sierra Software as successor in interest to Borealis from Sales Technology Inc. a Georgia Corp. In addition, all right title and interest to two other products were also included in the transaction-

DataMotion and SNAP for Mac.

No formal assignments have been recorded.

Included within the Product are valid and subsisting licenses from the following companies:

- Apple Computer
- Adobe Computer
- Microsoft Corp.
- dharma systems
- Cypress Software
- Alladin
- CodeWarrior
- Jim's CDEF
- Simple Sockets

With respect to the user interface review, all substantial icons were developed internally by the company by employees within the course and scope of their employment.

With respect to third party license limitations the following apply:

- All relevant agreements with Apple Computer are for 1 year terms with 60 day termination at will clauses. Such Agreements also require express consent for all assignments.
- The license from dharma specifically limits the permitted "Business Segment" to applications which run "...on top of the Inside Out engine" Further, dharma retains all derivative work rights to it's product.
- All requirements regarding credit and disclaimers required by licensors is attached hereto.

3. Trademarks:

The marks "Borealis" and "Arsenal" with or without graphic additions should be searched through Thompson and Thompson with the search reports reviewed forthwith and applications filed immediately. The PTO could still take 18-24 months to issuance. In addition certain distinctive Icons used in Arsenal may be able to be exploited in the marketing and overall look and feel of the product. Searches on these should proceed immediately. International protection on a selective basis should be pursued concurrently for all trade and service marks.

4. Litigation:

None outstanding from review. The settlement with Wonderware includes mutual non-solicitation covenants through Nov.30,1997. A potential claim of unknown origin was raised to Sales Tech on March 31, 1994. No action has been detected.

5. Trade Secrets:

Review of current and past employment files reveals a couple of issues. While current employees appeared to have been required to sign non-disclosures with invention assignment addendum's, former employees' file lack any of this documentation. This

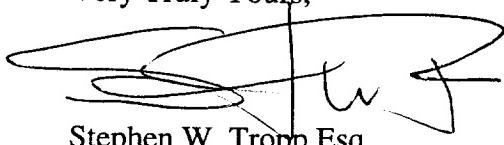
may be of little consequence depending on the particular former employee's job description. Consistency in this area is critical to comply with the first prong of the Trade Secret test under the Uniform Trade Secret act. Further, the agreements themselves could use a little revision.

5. Patents:

This audit expressly did not explore software patentability issues either offensively or defensively. It is highly recommended the the company seek advice in this potentially profitable area. I am more than happy to make recommendations in this field as well as competent counsel to handle day to day trademark matters and code and manual registrations for copyright.

It is my hope that this review is of help. I continue to be available for any additional questions.

Very Truly Yours,

A handwritten signature consisting of a stylized 'S' and 'T' followed by 'W' and 'E'.

Stephen W. Tropf Esq.

Exhibit.....

Documents reviewed in the course of the audit:

-IPO Book with all amendments (Curtis Faith copy)

-Borealis Technology Corp. minute book

-Files:

-Appletalk Licensing

-Sierra Software Innovations (corporation papers)

-Sierra Software Innovations (Bd meeting 1992)

-Wilson, Sonsini, et al (Wonderware Settlement)

-Inside Out general file(2)

-Sierra Software Innovations (Bill of Sale)

-Sales Technologies Inc.

-dharma (2)

-Cypress Software 1995 (Enable)

-Reviewed and discussed product demo

-Current Employee files:

Chris Arbogast*, Tim Arnold, Brian Breidenbach, Martin Dakroon, Tim Dry, Jan Ellison, Tim Fesko, Michael Goldberg, Michael Goldberg, Michael Hersick, Kevin Kasajian, Chris Korinek, Michael Loos, Paul Mann, Jeffrey Martin, Ralph Ng, Jim Schmidt

-Former Employees:

Tim McClarran, Chris Malzman, Carolyn Patino, Amy Radeski, Julius Sarkozy, Kim Schmidt, Janis Whitmyer, Ron and Stella Faith, Alex Kent, David Lipscomb, David Yu, Kevin Laird, Morgan Caufield, Yue Chiong, David Allison, Emily Arison, Chris Baker, Alex Blum, Dustin Baker, Stephan Butler, Thomas Cahill, Zachary Dutton, Bernhard Danberger.

-General Signed Non-Disclosures:

Elizabeth Gasper, Timothy Fesko, Digital Media Group, Michael Compana, Patrick Burns, Randall Breeden, Inderjit Rye, Derek Simmons, Chris Sommers, Dan Degratia, Jeff Morris, William Bernart, Roy Matthews(Informics Inc.), Judd Robbins(Presentation Dynamics), Rodney Trugman, Robert Thorpe(Financial Resources), Uppili Srinivasan, Carrie Sidenburg, Robert Northrup, Ralph Ng, Bruce Lontka, Patrick La Porte, Bill King, Richard Johnson, Dan Hydrick, Randall Gausman.

-Consultant Agreement for Thomas McDonough

*I reviewed the Consulting and Settlement Agreement and amendment in addition to the Employment Agreement for Chris Arbogast.

NO OTHER FILES OR DOCUMENTS WERE REVIEWED OR PROVIDED.



Copyright Notices:

No documents reviewed to date require specific reference in the Splash Screen.
Notwithstanding as a general proposition, wherever your own notice appears it should include all relevant others.

1. “© Copyright(date) by Borealis and it's Licensors.” (covers CodeWarrior, Stuffit, and Apple products other than MacApp)

2. In the “about” box include the following:

“This Program was written with MacApp(r) :Ó 1985-1988 Apple Computer, Inc.”

“C Borealis Technology Corp (date)”

(dharma agreement silent on credit)

“C Jim's CDEF 1994-1995 James G. Stout”

All Rights Reserved

Because I have not closed the loop on ownership of InsideOut it is impossible to opine on related credit issues

Manual

Apple Computer requires an extensive disclaimer in the manual as follows:

“BOREALIS TECHNOLOGY CORP. AND IT'S LICENSORS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE SOFTWARE. BOREALIS TECHNOLOGY CORP. AND IT'S LICENSORS DO NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE IN TERMS OF IT'S CORRECTNESS OR OTHERWISE. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE IS ASSUMED BY YOU. THE EXCLUSION OF IMPLIED WARRANTIES IS NOT PERMITTED IN SOME JURISDICTIONS. THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

IN NO EVENT WILL BOREALIS, IT'S LICENSORS, AND THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS (COLLECTIVELY BOREALIS AND IT'S LICENSORS) BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE EVEN IF BOREALIS AND IT'S LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATIONS OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. Borealis and it's Licensors' liability to you for actual damages from any cause whatsoever, regardless of the form of the action (whether in contract, tort (including negligence), product liability or otherwise), will be limited

4070 Silver Sage Drive
Carson City, NV 89701

702 888 3200 main
702 888 3215 fax
info@bris.com



license fee paid hereunder or replacement of the media at Borealis's sole discretion."

Re: MacApp:

APPLE COMPUTER ,INC. MAKES NO WARRANTIES WHATSOEVER, EITHER EXPRESS OR IMPLIED, REGARDING THIS PRODUCT, INCLUDING WARRANTIES WITH RESPECT TO IT'S MERCHANTABILITY OR IT'S FITNESS FOR A PARTICULAR PURPOSE.

THE MACAPP SOFTWARE IS PROPRIETARY TO APPLE COMPUTER,INC. AND IS LICENSED TO BOREALIS TECHNOLOGY CORP. FOR DISTRIBUTION ONLY FOR USE IN COMBINATION WITH THE BOREALIS SOFTWARE

4070 Silver Sage Drive
Carson City, NV 89701

702 888 3200 main
702 888 3215 fax
info@brls.com

In re **Portivity, Inc.**
88-0238203

Case No. **99-33938**

SCHEDULE C - PROPERTY CLAIMED AS EXEMPT

Debtor elects the exemption to which debtor is entitled under:

(Check one box)

11 U.S.C. § 522(b)(1) Exemptions provided in 11 U.S.C. § 522(d). Note: These exemptions are available only in certain states.

11 U.S.C. § 522(b)(2) Exemptions available under applicable nonbankruptcy federal laws, state or local law where the debtor's domicile has been located for the 180 days immediately preceding the filing of the petition, or for a longer portion of the 180-day period than in any other place, and the debtor's interest as a tenant by the entirety or joint tenant to the extent the interest is exempt from process under applicable nonbankruptcy law.

DESCRIPTION OF PROPERTY	SPECIFIC LAW PROVIDING EACH EXEMPTION	VALUE OF CLAIMED EXEMPTION	CURRENT MARKET VALUE OF PROPERTY, WITHOUT DEDUCTING EXEMPTIONS
NONE			

In re: Portivity, Inc.

Case No. 99-33938

88-0238203

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE	CODEBTOR <small>HUSBAND, WIFE, JOINT OR COMMUNITY</small>	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND MARKET VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
ACCOUNT NO.						15,000.00	0.00
Alan Brown 2160 Pacific Avenue #3 San Francisco, CA 94115		Security Agreement Intellectual Property VALUE \$100.00					
ACCOUNT NO.						100,000.00	0.00
Davis Fansler 112 Snowfield Drive Telluride, CO 81435		Security Agreement Intellectual Property VALUE \$100.00					
ACCOUNT NO.						100,000.00	0.00
John Pryor		Security Agreement Intellectual Property VALUE \$100.00					
ACCOUNT NO.						43,000.00	0.00
John Webley 16875 Coleman Valley Rd Occidental, CA 95465		Security Agreement Intellectual Property VALUE \$100.00					
ACCOUNT NO.						1,200,000.00	0.00
Michael Hanley 3114 Clay Street #6 San Francisco, CA 94115		Security Agreement Intellectual Property VALUE \$100.00					

In re: Portivity, Inc.

Case No. 99-33938

88-0238203

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE	CODEBTOR	HUSBAND, WIFE, JOINT OR COMMUNITY	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND MARKET VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
ACCOUNT NO.			Security Agreement Intellectual Property VALUE \$100.00				100,000.00	0.00
William Hanley III 1018 Stratford Hall Indianapolis, IN 46260								
ACCOUNT NO.			Security Agreement Intellectual Property VALUE \$100.00				250,000.00	0.00
William Hanley, Jr. 1018 Stratford Hall Indianapolis, IN 46260								

Subtotal	➤	\$350,000.00
Total	➤	\$1,808,000.00

In re: **Portivity, Inc.**
88-0238203

Case No. 99-33938

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

Check this box if debtor has no creditors holding unsecured claims to report on this Schedule E.

TYPES OF PRIORITY CLAIMS

Extensions of credit in an involuntary case

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(2).

Wages, salaries, and commissions

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$4300* per person earned within 90 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(3).

Contributions to employee benefit plans

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

Certain farmers and fishermen

Claims of certain farmers and fishermen, up to \$4300* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(5).

Deposits by individuals

Claims of individuals up to \$1,950* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(6).

Alimony, Maintenance, or Support

Claims of a spouse, former spouse, or child of the debtor for alimony, maintenance, or support, to the extent provided in 11 U.S.C. § 507(a)(7).

Taxes and Certain Other Debts Owed to Governmental Units

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

Commitments to Maintain the Capital of an Insured Depository Institution

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507(a)(9).

Other Priority Debts

* Amounts are subject to adjustment on April 1, 1998, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

In re: Portivity, Inc.

Case No. 99-33938

88-0238203

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

(Continuation Sheet)

Type of Priority: Wages, Salaries, and Commissions

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE	CODEBTOR <small>HUSBAND, WIFE, JOINT OR COMMUNITY</small>	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	CONTINGENT	UNLIQUIDATED	DISPUTED	TOTAL AMOUNT OF CLAIM	AMOUNT ENTITLED TO PRIORITY
ACCOUNT NO. AJ Brown 2160 Pacific Ave. #3 San Francisco, CA 94115		Wages and Vacation Pay				10,961.54	4,300.00
ACCOUNT NO. Chris Carter 7910 N. MacArthur Apt. 2028 Irving, TX 75063		Wage and Vacation Pay				10,207.33	4,300.00
ACCOUNT NO. David R. Bouchard 1730 Green Ash Blvd. Reno, NV 89511		Wage and Vacation Pay				16,634.62	4,300.00
ACCOUNT NO. George Gould 118 Common Wealth Ave. San Francisco, CA 94118		Vacation Pay				1,000.00	1,000.00
ACCOUNT NO. Jeffrey Martin P. O. Box 4493 Incline Village, NV 89450		Wage and Vacation Pay				18,253.22	4,300.00
ACCOUNT NO. John Crouch 1240 Parkinson Ave Palo Alto, CA 94301		Vacation Pay				480.77	480.77

In re: Portivity, Inc.
88-0238203

Case No. 99-33938

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

(Continuation Sheet)

Type of Priority: Wages, Salaries, and Commissions

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE	CODEBTOR	HUSBAND, WIFE, JOINT OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	CONTINGENT	UNLIQUIDATED	DISPUTED	TOTAL AMOUNT OF CLAIM	AMOUNT ENTITLED TO PRIORITY
ACCOUNT NO. John Moreton 407 Devonshire Road Barrington, IL 60010			Vacation Pay (received last payroll on 6-18-99)				615.38	615.38
ACCOUNT NO. Ken Kertz 28171 Las Brisas Del Mar San Juan Capistrta, CA 92675			Wage and Vacation Pay				6,157.06	4,300.00
ACCOUNT NO. Michael Burns 5108 Staplehurst Lane Woodstock, GA 30189			Vacation Pay				519.23	519.23
ACCOUNT NO. Michael Chang 1440 Boradway #106 San Francisco, CA 94109			Wage and Vacation Pay				9,753.21	4,300.00
ACCOUNT NO. Michael Hanley 3114 Clay Street #6 San Francisco, CA 94115			Wages and Vacation Pay				5,054.48	4,300.00
ACCOUNT NO. Michael Stewart 52 Alize Drive Kinnelon, NJ 07405			Vacation Pay				307.69	307.69

In re: Portivity, Inc.
88-0238203

Case No. 99-33938

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

(Continuation Sheet)

Type of Priority: Wages, Salaries, and Commissions

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE	CODEBTOR	HUSBAND, WIFE, JOINT OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	CONTINGENT	UNLIQUIDATED	DISPUTED	TOTAL AMOUNT OF CLAIM	AMOUNT ENTITLED TO PRIORITY
ACCOUNT NO. Patricia Angulo 4790 Minden Chase Alpharetta, GA 30022			Vacation pay				1,307.69	1,307.69
ACCOUNT NO. Phil Lehman 335 Dolphin Isle Foster City, CA 94404			Wages and Vacation Pay				6,932.69	4,300.00
ACCOUNT NO. Robert Murray 411 Roselyn Place Barrington, IL 60010			Wages and Vacation Pay				12,012.83	4,300.00
ACCOUNT NO. Scott Druckenmiller 3628 Drifting Road Hellertown, PA 18055			Wages and Vacation Pay				8,846.15	4,300.00
ACCOUNT NO. Teddi Converse P.O. Box 3133 Incline Village, NV 89450			Vacation Pay				5,307.70	4,300.00
ACCOUNT NO. Thomas Mescall 475 Buckhead Ave N.E. #1311 Atlanta, GA 30305			Wages and Vacation Pay				2,411.54	2,411.54

In re: Portivity, Inc.
88-0238203

Case No. 99-33938

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

(Continuation Sheet)

Type of Priority: Wages, Salaries, and Commissions

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE	CODEBTOR <small>HUSBAND, WIFE, JOINT OR COMMUNITY</small>	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	CONTINGENT	UNLIQUIDATED	DISPUTED	TOTAL AMOUNT OF CLAIM	AMOUNT ENTITLED TO PRIORITY
ACCOUNT NO. Tracey Fuller 105 W. Minister Vill Sharpsburg, GA 30277		Wages and Vacation Pay				4,532.06	4,300.00
ACCOUNT NO. Viviana Aedo 3119 Monterey St. San Mateo, CA 94403		Vacation Pay				669.23	669.23
ACCOUNT NO. William Akerson 4600 Seton Ctr Prkwy #122 Austin, TX 78759		Wage and Vacation Pay				7,464.67	4,300.00

In re: Portivity, Inc.
88-0238203

Case No. 99-33938

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

(Continuation Sheet)

Type of Priority: Taxes and Certain Other Debts Owed to Governmental Units

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE	CODEBTOR	HUSBAND, WIFE, JOINT OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	CONTINGENT	UNLIQUIDATED	DISPUTED	TOTAL AMOUNT OF CLAIM	AMOUNT ENTITLED TO PRIORITY
ACCOUNT NO. 99-88646 3 Commonwealth of PA Employer Tax Operations P.O. Box 60127 Harrisburg, PA 17106-0127							0.00	141.62
ACCOUNT NO. NWC-186854-07 Employers Insurance Of NV 504 E. Musser St, Ste 9 Carson City, NV 89701							0.00	3,750.04

In re: Portivity, Inc.
88-0238203

Case No. 99-33938

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES Check this box if debtor has no executory contracts or unexpired leases.

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST, STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT
Fleet/Sanwa Leasing P.O. Box 7023 Troy, MI 48007-7023	Dell Computer Equipment (This equipment was sold by Portivity in July 1999) Please see Exhibit G-1 attached hereto
G.E. Capitol/Colonial Pacific Leasing P.O. Box 31001-0271 Pasadena, CA 91110-0271	Micro Time Computers which are located in the storage unit.
GE Capitol/Colonial Pacific Leasing P.O. Box 31001-0271 Pasadena, CA 91110-0271	Dell Computer Equipment which was sold by Portivity in July 1999. See Exhibit G-1 attached hereto
Genesis Leasing	Gateway/Micron computers which are located in the storage unit
Manifest Group	Office Cubicles and Alarm System. Cubicles were sold to Oxbow Power Group located in Reno, Nevada. Alarm System was left in Gateway Drive office space. Landlord Connecticut Surety didn't return.
Manifest Group	Dell Computer Equipment which was sold by Portivity in July 1999. See Exhibit G-1 attached hereto
NTFC Capitol Corporation 501 Corporate Centre Dr. Ste. 600 Franklin, TN 37067	Phone System Lease. Yet 2 Com has completed transfer of phone system lease. See Exhibit G-2 attached hereto.

Sold to Yet 2.com in Incline Village.

7/29/99 12:10 PM

Page 1

EXHIBIT G - I

INVOICE # 36

Pentivitry, Inc.

9790 Gateway Drive, Suite 200
Reno, NV 89511

BBR00

Sold to: C J Burleson

Seller warrants that as of the effective date of the purchase, each asset is free and clear of any and all liens and encumbrances. Checks will be written to Portivity, Inc for purchase

Pawt Elliott

7/29/99 Rec'd Windows 95 license. C. Bennett

Sold to Yet2.com in Incline Village, Nevada

INVOICE #B37

#BR00

Portivity, Inc.
9790 Gateway Drive, Suite 200
Reno, NV 89511

Sold to: V.P. Zodiac

Item #	Quan.	Description	Serial #	Pricing	Extended Total
1	Dell XPS Dimension - 500 mb		00KP1	\$800.00 VPZ	\$800.00
1	Monitor			\$0.00	
1	Keyboard & Mouse			\$0.00	
				Supplies	\$800.00
				Taxes	\$0.00
				Total	\$800.00

Seller warrants that as of the effective date of the purchase, each asset is free and clear of any and all liens and encumbrances. Checks will be written to Portivity, Inc. for purchase.

7/29/99 Rec'd Windows 95 License C Bennett

Sold to Yet2.com in Incline Village.

INVOICE #38

#BR00

Portivity, Inc.
 9790 Gateway Drive, Suite 200
 Reno, NV 89511

Sold to: Dick Bennett

Item #	Quan.	Description	Serial #	Pricing	Extended Total
1	Dell XPS Dimension - 500 mb		0RTSG	\$800.00 DB	\$800.00
1	Monitor			\$0.00	
1	Keyboard & Mouse			\$0.00	
				Supplies	\$800.00
				Taxes	\$0.00
				Total	\$800.00

Seller warrants that as of the effective date of the purchase, each asset is free and clear of any and all liens and encumbrances. Checks will be written to Portivity, Inc. for purchase.

7/29/99 Rec'd Windows 95 license. C. Bennett

Sold to Yet2.com in Incline Village.

**Portivity, Inc.
9790 Gateway Drive, Suite 200
Reno, NV 89511**

BR00050

INVOICE

Sub-Total	\$	2,750.00
Shipping	\$	-
Sales Tax	\$	-
TOTAL	\$	2,750.00

This sale is made WITHOUT WARRANTY, EXPRESSED OR IMPLIED, AS TO DESCRIPTION, CONDITION, QUALITY OR FITNESS FOR ANY PURPOSE, and THE ASSETS ARE TRANSFERRED BY SELLER AND ACCEPTED BY BUYER "AS-IS" AND "WHERE IS", except, however, Seller warrants that as of the date of this invoice, the Assets are free and clear of any and all liens and other encumbrances.

AUG-03-99 10:16AM FROM-ARISTOCRAT RENO NEVADA
Case 99-33938-gwz Doc 7 Entered 02/04/00 10:07:00 Page 30 of 55
9895 Double R Boulevard, Suite 200
Reno, Nevada 89511 USA
Telephone (702) 850-7767 • (800) 432-7767
Fax (702) 850-5646

702-850-5646 T-764 P 02/02 E-615

PURCHASE ORDER

Indicates must appear on all
Purchased, Rent or Leased
Equipment and Correspondence

PURCHASE ORDER NO.

2515

PURCHASE ORDER DATE

8/2/99

PORTIVITY INC
9790 GATEWAY DR, STE 200
RENO, NV 89511

SHIP TO:
ARISTOCRAT INC.
9895 DOUBLE R BLVD
SUITE 200
RENO, NV 89511
ATTN: KIM MILLER

KIM MILLER

PAGE

SHIP VIA		FOB	TERMS	BUYER	TAX EXEMPT	VENDOF
BEST METHOD						
QUANTITY	DESCRIPTION		REQUIRED DATE	UNIT PRICE	EXTENDED PRICE	
5	USED DESK TOP SYSTEMS WITH MONITORS TAX		7/27/99	550.00	2,750.00	
	623544020			192.50	192.50	
YEAR 2000 COMPLIANCE CERTIFICATION IS REQUIRED						
FOR RESALE: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO					TOTAL	\$2,942.50

FOR RESALE: YES NO

AUTHORIZED SIGNATURE

DATE

8/2/99

ORIGINAL

Revised: #BR000

INVOICE

Portivity, Inc.
9790 Gateway Drive, Suite 200
Reno, NV 89511

Item #	Description	Quantity	Price	Extended
1	Lot of Used Computers PO# OPSI-99-0002	1	\$2,200.00	\$2,200.00

Sub-Total \$2,200.00
Shipping
Sales Tax

TOTAL \$2,200.00

7/29/99 Received (8) eight Windows 95 certificate
of licences for each computer.

C. Bennett



Oxbow Power Services, Inc.
9790 GATEWAY DRIVE, SUITE 220, RENO, NEVADA 89511
TEL (775) 851-1199 FAX (775) 850-2211

TO: Janet Smagala **DATE:** July 22, 1999
COMPANY: Portivity, Inc. **FROM:** Mark Kraemer
FAX #: 775-853-1643
SUBJECT: Used Computers Number of pages transmitted
including this cover sheet: 5

Dear Ms. Smagala:

Attached is our purchase order OPSI-99-0002. The original will be mailed to you via US mail.

By acceptance of this order, Seller agrees to and shall be bound by the instructions, terms, and conditions herein, including attachments hereto.

Please confirm receipt of this order by completing the Acknowledgment of Receipt below and returning same to us.

Best regards,

Mark Stearn

Mark Kraemer
Purchasing Specialist
Oxbow Power Services, Inc.

ACKNOWLEDGMENT OF RECEIPT:

Janet Smagala
Print Name

7/22/99

Sant Magali
Signature



PURCHASE ORDER

DATE	July 22, 1999		PURCHASE ORDER NO.	OPSI-99-0001	
VENDOR	Portivity, Inc. 9790 Gateway Drive, Suite 200 Reno, Nevada 89511	SHIP TO	for OPSI pickup		
CONTACT	Janet Smagala	CONTACT	Candy Bennett		
TEL / FAX	775-853-1643 (fax)	TEL	775-851-1199		
CHARGE CODE		FAX	775-850-2211		
CONFIRMING ORDER TO		Janet Smagala	ON	07/21/99	
QUANTITY	DESCRIPTION			UNIT PRICE	AMOUNT
1 Lot	Used office furniture, office machines and supplies as agreed to on 7/16/99. TOTAL				\$10,000.00 \$10,000.00
FOB:	Origin, Reno, Nevada				
DELIVERY:	stock	← Weeks ARO.	Estimated Date of Shipping →	07/20/99	
PAYMENT TERMS	Net 30 days		DATE REQUIRED IN FIELD LOCATION	09/21/99	
Invoice to: Oxbow Power Service, Inc.	Original c/o OPSI, 9790 Gateway Drive, Suite 220, Reno, NV 89511; Attention: Mark Kraemer				

PREPARED BY:

Mark Kraemer, Purchasing Specialist

APPROVED BY:

Greg Hughes, Project Operations Manager

IMPORTANT

- (1) Our P.O. Number must appear on all invoices and packages.
- (2) By acceptance of this order, Seller agrees to and shall be bound by the instructions, terms, and conditions herein, including attachments hereto.

OXBOW POWER SERVICES, INC.

9790 Gateway Drive, Suite 220

Reno, Nevada: Tel (775) 851-1199, Fax (775) 850-2211



Oxbow Power Services, Inc.

**9790 GATEWAY DRIVE, SUITE 220, RENO, NEVADA 89511
TEL (775) 851-1199 FAX (775) 850-2211**

TO: Janet Smagala **DATE:** July 22, 1999
COMPANY: Portivity, Inc. **FROM:** Mark Kraemer
FAX #: 775-853-1643
SUBJECT: Used Office Furniture Number of pages transmitted
including this cover sheet: 3

Dear Ms. Smagala:

Attached is our purchase order OPSI-99-0001. The original will be mailed to you via US mail.

By acceptance of this order, Seller agrees to and shall be bound by the instructions, terms, and conditions herein, including attachments hereto.

Please confirm receipt of this order by completing the Acknowledgment of Receipt below and returning same to us.

Best regards,

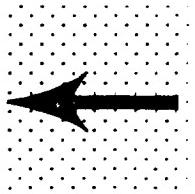
Mark Kraemer
Mark Kraemer
Purchasing Specialist
Oxbow Power Services, Inc.

ACKNOWLEDGMENT OF RECEIPT:

Jant Snagle
Print Name

7/22/99
Date

Sue Smagle
Signature



BILL OF SALE

This Bill of Sales, effective as of the date which it is executed, ("Effective Date"), is by and between Oxbow Power Services, Inc., a Delaware Corporation, with a mailing address of 9790 Gateway Drive, Suite 220, Reno, Nevada 89511 ("Buyer") and Portivity ("Seller"), with an office at 9790 Gateway Drive, Suite 200, Reno, Nevada 89511.

For and in consideration of \$10,000 USD seller hereby sells to Buyer 1 Lot of Office Furniture, Machines and supplies, existing on the date hereof (collectively referred to herein as "the Assets") subject to the following terms and conditions:

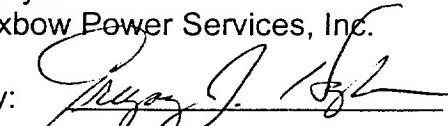
1. The sale is made WITHOUT WARRANTY, EXPRESSED OR IMPLIED, AS TO DESCRIPTION, CONDITION, QUALITY, OR FITNESS FOR ANY PURPOSE, and THE ASSETS ARE TRANSFERRED BY SELLER AND ACCEPTED BY BUYER "AS IS" AND "WHERE IS", except, however, Seller warrants that as of the Effective Date the Assets are free and clear of any and all liens and other encumbrances.
2. The Assets are, as of the date hereof, located at Portivity, Nevada ("The Site"). Buyer and Seller agrees that title to any of the Assets of which Buyer has not taken possession from the Site by 7/23/99, shall automatically revert to the Seller, and Buyer shall have no further rights or obligations with regard thereto, including any refund or partial refund of consideration hereunder.
3. Buyer shall be solely responsible for all state and local transfer, sales, use or similar taxes resulting from or associated with this transaction. Notwithstanding the forgoing, Seller shall be responsible for any and all income taxes or similar tax associated with this transaction.
4. Buyer has not authorized any agents to act on its behalf for the purpose of acquiring the Assets. Payment to Portivity by Buyer of the purchase price shall be in full satisfaction of all payments or fees owed by Buyer in connection with this proposed transaction.
5. This agreement shall be construed under and governed by the laws of the State of Delaware, excluding any choice of law provision which would require application of the laws of another jurisdiction.
6. The terms of this Bill of Sale shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

Executed by the parties on _____, 1999.

"Buyer"

Oxbow Power Services, Inc.

By:



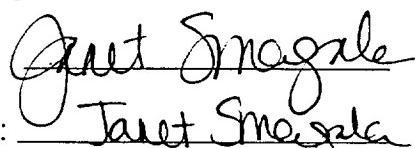
Name: Greg Hughes

Title: Project Ops. Mgr

"Seller"

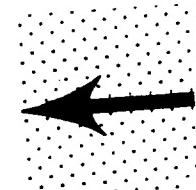
Portivity

By:



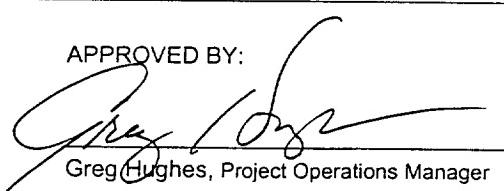
Name: Janet Smogale

Title: Controller





PURCHASE ORDER

DATE	July 22, 1999	PURCHASE ORDER NO.	OPSI-99-0002
VENDOR	Portivity, Inc. 9790 Gateway Drive, Suite 200 Reno, Nevada 89511	SHIP TO	for OPSI pickup
CONTACT	Janet Smagala	CONTACT	Candy Bennett
TEL / FAX	775-853-1643 (fax)	TEL	775-851-1199
CHARGE CODE		FAX	775-850-2211
CONFIRMING ORDER TO	Janet Smagala	ON	07/21/99
QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1 Lot	See attachment for details of computers. Washoe County Sales Tax @ 7.25% TOTAL		\$5,800.00 \$420.50 \$6,220.50
FOB:	Origin, Reno, Nevada		
DELIVERY:	stock	← Weeks ARO. Estimated Date of Shipping →	07/22/99
PAYMENT TERMS	Net 30 days	DATE REQUIRED IN FIELD LOCATION	ASAP
Invoice to: Oxbow Power Service, Inc.	Original c/o OPSI, 9790 Gateway Drive, Suite 220, Reno, NV 89511; Attention: Mark Kraemer		
PREPARED BY:		APPROVED BY:	
<u>Mark Kraemer</u> Mark Kraemer, Purchasing Specialist		 Greg Hughes, Project Operations Manager	
IMPORTANT	(1) Our P.O. Number must appear on all invoices and packages. (2) By acceptance of this order, Seller agrees to and shall be bound by the instructions, terms, and conditions herein, including attachments hereto.		

OXBOW POWER SERVICES, INC.
9790 Gateway Drive, Suite 220
Reno, Nevada: Tel (775) 851-1199, Fax (775) 850-2211

BILL OF SALE

This Bill of Sales, effective as of the date which it is executed, ("Effective Date"), is by and between Oxbow Power Services, Inc., a Delaware Corporation, with a mailing address of 9790 Gateway Drive, Suite 220, Reno, Nevada 89511 ("Buyer") and Portivity, Inc. ("Seller"), with an office at 9790 Gateway Drive, Suite 200, Reno, Nevada 89511.

For and in consideration of \$6220.50 USD seller hereby sells to Buyer 1 Lot of Computers, existing on the date hereof (collectively referred to herein as "the Assets") subject to the following terms and conditions:

1. The sale is made WITHOUT WARRANTY, EXPRESSED OR IMPLIED, AS TO DESCRIPTION, CONDITION, QUALITY, OR FITNESS FOR ANY PURPOSE, and THE ASSETS ARE TRANSFERRED BY SELLER AND ACCEPTED BY BUYER "AS IS" AND "WHERE IS", except, however, Seller warrants that as of the Effective Date the Assets are free and clear of any and all liens and other encumbrances.
2. The Assets are, as of the date hereof, located at Portivity, Inc., Nevada ("The Site"). Buyer and Seller agrees that title to any of the Assets of which Buyer has not taken possession from the Site by 7/23/99, shall automatically revert to the Seller, and Buyer shall have no further rights or obligations with regard thereto, including any refund or partial refund of consideration hereunder.
3. Buyer shall be solely responsible for all state and local transfer, sales, use or similar taxes resulting from or associated with this transaction. Notwithstanding the forgoing, Seller shall be responsible for any and all income taxes or similar tax associated with this transaction.
4. Buyer has not authorized any agents to act on its behalf for the purpose of acquiring the Assets. Payment to Portivity, Inc. by Buyer of the purchase price shall be in full satisfaction of all payments or fees owed by Buyer in connection with this proposed transaction.
5. This agreement shall be construed under and governed by the laws of the State of Delaware, excluding any choice of law provision which would require application of the laws of another jurisdiction.
6. The terms of this Bill of Sale shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.
7. Each system to include the following:
 - a. Operating System License.
 - b. For any addition software included in the purchase, the software license shall be included.



PURCHASE ORDER ATTACHMENT

PO # OPSI-99-0002

<u>Description of Materials</u>	<u>Quantity</u>	<u>TOTAL</u>
Dell Dimension R400	1	
Dell Dimension R500	2	
Dell Dimension Pro 200n	8	\$5,800.00

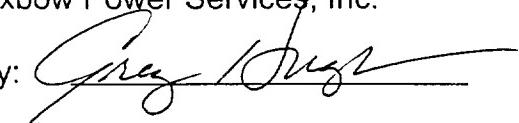
Each computer is to include 17" monitor, keyboard and mouse.

Executed by the parties on _____, ____, 1999.

"Buyer"

Oxbow Power Services, Inc.

By:



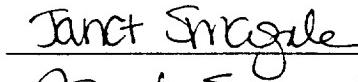
Name: Greg Hughes

Title: Project Operations Manager

"Seller"

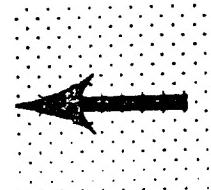
Portivity, Inc.

By:



Name: Janet Smogale

Title: Controller



John OSBURN

832 1700 x223

Christian Mamer.

FAX: 786 5443

As per our discussion.

I enclose the paper's
on the lease for the
Phone System.

Regards

CJL

11 Monsignor O'Brien Highway
Second Floor
Cambridge, Massachusetts 02141
617 523 0444 Fax: 617 523 8232
Email: info@yet2.com
www.yet2.com

Ethel Brown x6517
NTFC Capital Corp
ATTN: Portfolio Support
PO Box 3083
Cedar Rapids
IA
52406

yet2.com

1st Feb 2000

Dear Ethel

Thank you for your time to conclude the Portivity Inc (8581186001), TRANSFER AND ASSUMPTION AGREEMENT.

Outstanding lease payments to complete lease \$8,089.12, with a \$1 transfer fee for the full asset at the end of the lease agreement.

I enclose the T & AA agreement as discussed.

Please Ref: PO-Port122000 when corresponding on invoicing for the historic outstanding payments and all future invoices.

Regards

Margaret Dinneny
VP Operations

ax to: PORTIVITY INC Fax Number: 3193787671 Date: 01/31/00

case Agreement No. 8581188001

TRANSFER AND ASSUMPTION AGREEMENT
(Joint Liability)

Transfer and Assumption Agreement entered into as of this 11st day
of Feb, 2000 ("Effective Date") between PORTIVITY INC
("Lessee"), jet2.com ("Transferee") and NTFC CAPITAL CORPORATION ("Lessor
").

WHEREAS, Lessee entered into the lease agreement referenced above and all related documents (collectively, the "Lease"), pursuant to which Lessee leased from Lessor certain equipment and software licenses, if any, identified therein (the "Equipment"), and is currently indebted to Lessor in accordance with the terms of the Lease; and

WHEREAS, Lessee has agreed to sell, transfer and assign to Transferee all of its rights and interests in and to the Lease and the Equipment, and Transferee has agreed to assume all Lessee's obligations to Lessor with respect thereto; and

WHEREAS, the consent of Lessor to such transfer and assignment is required by the terms of the Lease:

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, it is agreed as follows:

1. Lessee and Transferee hereby agree, jointly and severally, to pay and discharge all Lease payments and all other amounts payable under the Lease to Lessor, its successors and assigns, in accordance with the terms of the Lease including, without limitation, the payment of late charges, administrative fees, property taxes, and other amounts due and to become due thereunder.
2. Transferee hereby assumes and agrees to perform all of the covenants and the other obligations of Lessee as set forth in the Lease and to be bound by the terms thereof as if Transferee were the original lessee thereunder.
3. Lessee shall continue to remain liable and remain firmly bound as though this Transfer and Assumption Agreement had never been entered into.
4. Except as specifically modified herein, all terms, conditions and covenants of the Lease shall remain unchanged and shall continue to remain in full force and effect.
5. Lessee and Transferee hereby warrant, represent and covenant that the Lease is not subject to any disputes, offsets or counterclaims of any kind or nature whatsoever.
6. Transferee acknowledges that Lessor has a valid title to or first security interest in the Equipment and in confirmation thereof, agrees to execute all financing statements and other documents which Lessor may, in its sole discretion, deem necessary to protect such title or security interest.
7. Lessee's obligations hereunder and under the Lease shall not be impaired by any subsequent modification, release or other alteration of the Lease or any of the obligations thereunder, or any security therefor; and shall be limited to Lessee's obligations as they existed as of the Effective Date. The liability of Lessee hereunder and under the Lease is direct and unconditional and may be enforced without requiring Lessor or its assignees first to resort to any other right.

Fax to: PORTIVITY INC Fax Number: 3193787671 Date: 01/31/00

PORTIVITY INC
3790 GATEWAY DR STE 200

RENO, NV 89511-

Attn: John Osborne
Ph# 775-742-3073
fax: 775-832-1711

Request for name change document package for: PORTIVITY INC

Re: Contract # 8581186001

Dear Customer,

In order for us to process the requested transfer and assumption, the following documents must be completed and returned:

1. Credit application for assumptor
2. Assumption agreement, signed by both the lessee and assumptor
3. Additional financial statements as required.
4. \$100 assumption fee

Return documents to the following address:

NTFC CAPITAL CORPORATION
Attn: Portfolio Support
PO Box 3083
Cedar Rapids, IA 52406

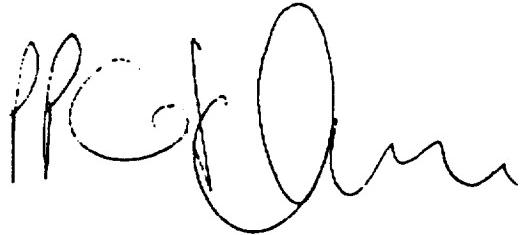
Once NTFC CAPITAL CORPORATION has approved your application and all associated accounts have been brought current, the change will be processed. Should additional documentation or information be required, we will contact you.

If you should have questions regarding this document package or anything else about your lease, please feel free to call our Customer Service department at 800-451-6534.

Thank you.

Sincerely,

Portfolio Support Specialist



In re: **Portivity, Inc.**
88-0238203

Case No. **99-33938**

SCHEDULE H - CODEBTORS

Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR

UNITED STATES BANKRUPTCY COURT

District of Nevada

In re: Portivity, Inc.
88-0238203Case No. 99-33938
Chapter 7**STATEMENT OF FINANCIAL AFFAIRS****1. Income from employment or operation of business**

None State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the two years immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT	SOURCE	FISCAL YEAR PERIOD
176,000.00	Sales of software	
1,278,623.00	Sales of software	
548,991.00	Sales of software	
544,257.00	Sales of software	

2. Income other than from employment or operation of business

None State the amount of income received by the debtor other than from employment, trade, profession, or operation of the debtor's business during the **two years** immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

3. Payments to creditors

None a. List all payments on loans, installment purchases of goods or services, and other debts, aggregating more than \$600 to any creditor, made within **90 days** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS	AMOUNT PAID	AMOUNT STILL OWING
Merrill Lynch	8/17-8/26 (Payments to 401(k) account for 5/15 employee deductions)	10,480.31	unknown
Paul Eckert 321 Springview Dr. Carson City, NV 89701 775-832-1700	December 9, 1999 (see Exhibit "A" attached hereto)	14,367.41	unknown
Suzanne Adams 2661 Carriage Crest Carson City, NV 89706	December 9, 1999 (see Exhibit "A" attached hereto)	17,835.28	unknown

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS	AMOUNT PAID	AMOUNT STILL OWING
Teddi Converse P.O. Box 3133 Incline Village, NV 89450	December 9, 1999 (see Exhibit "A" attached hereto)	10,000.00	unknown

- None b. List all payments made within one year immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR AND RELATIONSHIP TO DEBTOR	DATES OF PAYMENTS	AMOUNT PAID	AMOUNT STILL OWING
Patrick Grady 2816 Laguna San Francisco, CA 94123 Investor/Employee	Unknown (loan payments)	Unknown	Unknown

4. Suits and administrative proceedings, executions, garnishments and attachments

- None a. List all suits and administrative proceedings to which the debtor is or was a party within one year immediately preceding the filing of this bankruptcy case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

CAPTION OF SUIT AND CASE NUMBER	NATURE OF PROCEEDING	COURT OR AGENCY AND LOCATION	STATUS OR DISPOSITION
Bruce R. Tangowski v. Borealist Corporation CV-98-04286	Employment Termination Suit	Second Judicial District Court Reno, Nevada	On hold

- None b. Describe all property that has been attached, garnished or seized under any legal or equitable process within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

5. Repossessions, foreclosures and returns

- None List all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR OR SELLER	DATE OF REPOSESSION, FORECLOSURE SALE TRANSFER OR RETURN	DESCRIPTION AND VALUE OF PROPERTY
Fidelity Leasing	7/99	Gestetner Copier
G.E. Capitol Pasadena, CA	7/99	Ricoh Copier

6. Assignments and receiverships

- None a. Describe any assignment of property for the benefit of creditors made within 120 days immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include any assignment by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)
-

- None b. List all property which has been in the hands of a custodian, receiver, or court-appointed official within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)
-

7. Gifts

- None List all gifts or charitable contributions made within **one year** immediately preceding the commencement of this case except ordinary and usual gifts to family members aggregating less than \$200 in value per individual family member and charitable contributions aggregating less than \$100 per recipient. (Married debtors filing under chapter 12 or chapter 13 must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)
-

8. Losses

- None List all losses from fire, theft, other casualty or gambling within **one year** immediately preceding the commencement of this case or since the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)
-

9. Payments related to debt counseling or bankruptcy

- None List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law or preparation of a petition in bankruptcy within one year immediately preceding the commencement of this case.
-

10. Other transfers

- None a. List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF TRANSFEREE,
RELATIONSHIP TO DEBTOR

DATE

DESCRIBE PROPERTY
TRANSFERRED
AND VALUE RECEIVED

See Exhibit B attached

11. Closed financial accounts

None

List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within one year immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

12. Safe deposit boxes

None

List each safe deposit or other box or depository in which the debtor has or had securities, cash, or other valuables within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF BANK OR OTHER DEPOSITORY	NAMES AND ADDRESSES OF THOSE WITH ACCESS TO BOX OR DEPOSITORY	DESCRIPTION OF CONTENTS	DATE OF TRANSFER OR SURRENDER, IF ANY
<u>U.S. Bank-Reno</u>	<u>Janet Smagala</u>	<u>Data Backup Tapes</u>	

13. Setoffs

None

List all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within 90 days preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATE OF SETOFF	AMOUNT OF SETOFF
<u>Source Net</u>		<u>4,159.80</u>

14. Property held for another person

None

List all property owned by another person that the debtor holds or controls.

15. Prior address of debtor

None

If the debtor has moved within the two years immediately preceding the commencement of this case, list all premises which the debtor occupied during that period and vacated prior to the commencement of this case. If a joint petition is filed, report also any separate address of either spouse.

ADDRESS	NAME USED	DATES OF OCCUPANCY
<u>4070 Silver Sage Drive Carson City, NV 89706</u>	<u>Borealis</u>	<u>Prior to November 1998</u>

16. Nature, location and name of business

None

- a. If the debtor is an individual, list the names and addresses of all businesses in which the debtor was an officer, director, partner, or managing executive of a corporation, partnership, sole proprietorship, or was a self-employed professional within two years immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within the **two years** immediately preceding the commencement of this case.
 - b. If the debtor is a partnership, list the names and addresses of all businesses in which the debtor was a partner or owned 5 percent or more of the voting securities, within the **two years** immediately preceding the commencement of this case.
 - c. If the debtor is a corporation, list the names and addresses of all business in which the debtor was a partner or owned 5 percent or more of the voting securities within **two years** immediately preceding the commencement of this case.
-

17. Books, records and financial statements

None

- a. List all bookkeepers and accountants who within six years immediately preceding the filing of this bankruptcy case kept or supervised the keeping of books of account and records of the debtor.

NAME AND ADDRESS	DATES SERVICES RENDERED
Janet Smagala 12595 Water Lily Way Reno, NV 89511	3/8/99-8/99
Suzanne Adams 2661 Carriage Crest Carson City, NV 89706	12/11/95 to 6/99

None

- b. List all firms or individuals who within the two years immediately preceding the filing of this bankruptcy case have audited the books of account and records, or prepared a financial statement of the debtor.

NAME AND ADDRESS	DATES SERVICES RENDERED
Ernst & Young Attn: Ray Moeburg 200 S. Virginia St. Reno, NV 89501	

None

- c. List all firms or individuals who at the time of the commencement of this case were in possession of the books of account and records of the debtor. If any of the books of account and records are not available, explain.

NAME	ADDRESS
Janet Smagala	12595 Water Lily Way Reno, NV 89511

None

- d. List all financial institutions, creditors and other parties, including mercantile and trade agencies, to whom a financial statement was issued within the two years immediately preceding the commencement of this case by the debtor.
-

18. Inventories

None

- a. List the dates of the last two inventories taken of your property, the name of the person who supervised the taking of each inventory, and the dollar amount and basis of each inventory.

- None b. List the name and address of the person having possession of the records of each of the two inventories reported in 18a., above.

19. Current Partners, Officers, Directors and Shareholders

- None a. If the debtor is a partnership, list the nature and percentage of partnership interest of each member of the partnership.

- None b. If the debtor is a corporation, list all officers and directors of the corporation, and each stockholder who directly or indirectly owns, controls, or holds 5 percent or more of the voting securities of the corporation.

NAME AND ADDRESS	TITLE	NATURE AND PERCENTAGE OF STOCK OWNERSHIP
------------------	-------	---

See Exhibit C attached

20. Former partners, officers, directors and shareholders

- None a. If the debtor is a partnership, list each member who withdrew from the partnership within one year immediately preceding the commencement of this case.

- None b. If the debtor is a corporation, list all officers, or directors whose relationship with the corporation terminated within one year immediately preceding the commencement of this case.

21. Withdrawals from a partnership or distributions by a corporation

- None If the debtor is a partnership or corporation, list all withdrawals or distributions credited or given to an insider, including compensation in any form, bonuses, loans, stock redemptions, options exercised and any other perquisite during one year immediately preceding the commencement of this case.

[If completed on behalf of a partnership or corporation]

I, declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct to the best of my knowledge, information and belief.

Date _____

Signature _____

Janet Smagala, Secretary

Print Name and Title

[An individual signing on behalf of a partnership or corporation must indicate position or relationship to debtor.]

Statement of Financial Affairs
3. Payments to Creditors

Payee	Check #	Amount	Date	Description
Suzanne Adams	9322	\$ 5,000.00	12/09	
Suzanne Adams	9323	\$ 5,000.00	12/09	
Suzanne Adams	9324	\$ 5,000.00	12/09	
Suzanne Adams	9325	\$ 2,835.28	12/09	
Teddi Converse	9285	\$ 5,000.00	12/09	
Teddi Converse	9286	\$ 5,000.00	12/09	
Teddi Converse	9287	\$ 4,367.41	12/09	
Merrill Lynch	9289	\$ 5,000.00	12/09	Same reason as above, only this credit card was issued to the company and Paul Eckert.
Merrill Lynch	9290	\$ 5,000.00	12/09	Same reason as above, only this credit card was issued to the company and Teddi Converse.
Merrill Lynch	9282	\$ 29.49	08/26	Payment into Portivity 401(k) account for deductions from the 5/31/99 payroll.
Merrill Lynch	9280	\$ 4,138.32	08/25	Payment into Portivity 401(k) account for deductions from the 5/31/99 payroll.
Merrill Lynch	9279	\$ 5,000.00	08/25	Payment into Portivity 401(k) account for deductions from the 5/31/99 payroll.
Merrill Lynch	9275	\$ 1,312.50	08/17	Annual fees for the Portivity 401(k) account - required in order to make the above payment

Statement of Financial Affairs

10. Other Transfers

<u>Purchaser</u>	<u>Item</u>	<u>Amount</u>
yet2.com	Tektronics Printer	2,000.00
	HP5M Printer	1,000.00
	HP Office Jet Printer	250.00
	4 Dell XPST500	6,000.00
	Misc. office furniture	5,000.00
	USR Conference phone	100.00
	TOTAL	14,350.00
Oxbow Power Services	1 lot used office furniture	10,000.00
Oxbow Power Services	Computers	2,200.00
Advanced Office Interiors	2 computer units	800.00
Advanced Office Interiors	19" monitor	135.00
Advanced Office Interiors	Refrigerator	50.00
Puliz Moving & Storage	Computers	1,500.00
Puliz Moving & Storage	Computers	
Aristocrat Gaming	Computers	
		43,385.00

BOD

Portivity Board of Directors						
Home Address Information						
Name	Home Street Address	City	State	Zip	Phone	Fax
Edesber, Ed	13430 Country Way	Los Altos Hills	CA	94022	650-917-0770	650-917-0900
Grady, Patrick	2816 Laguna	San Francisco	CA	94123	415-441-4309	415-346-5981
Marengi, Joe	P.O. Box 161042	Austin	TX	78716	512-347-8049	702-772-7349
Webley, John	16875 Coleman Valley Rd.	Occidental	CA	95465	707-874-1116	707-484-1759
Stonebridge, Pete	529 Ponderosa Ave.	Incline Village	NV	89451	775-831-6121	702-831-9285

Office Address Information						
Name	Office Address	City	State	Zip	Phone	Fax
Edesber, Ed	2650 Telenmark Dr.	Park City	UT	84060	435-649-1314	435-649-1914
Grady, Patrick	185 Berry St. Lobby 1,Suite 2	San Francisco	CA	94107	415-344-4120	415-344-4134
Marengi, Joe	One Dell Wy. RR3 Box 37	Round Rock	TX	78682	Dell Computer Corp.	512-728-9555
Webley, John	1 Willowbrook Ct.	Petaluma	CA	94954	Advanced Fibre Comm	707-794-7733
Stonebridge, Pete	20 East Main St. Apt. 69	Los Gatos	CA	95030	**alternate home**	707-792-4291
					Judy	707-794-7656

*before faxing to Pete Stonebridge, call to make sure he's at his Tahoe home to receive fax.

UNITED STATES BANKRUPTCY COURT
District of Nevada

In re: **Portivity, Inc.**Case No. **99-33938**Chapter **7**

Debtor

**DISCLOSURE OF COMPENSATION OF ATTORNEY
FOR DEBTOR**

1. Pursuant to 11 U.S.C. § 329(a) and Bankruptcy Rule 2016(b), I certify that I am the attorney for the above-named debtor(s) and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept	\$ 7,500.00
Prior to the filing of this statement I have received	\$ 7,500.00
Balance Due	\$ 0.00

2. The source of compensation paid to me was:

Debtor Other (specify) **John Webley**

3. The source of compensation to be paid to me is:

Debtor Other (specify)

4. I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation, is attached.

5. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

- a) Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
- b) Preparation and filing of any petition, schedules, statement of affairs, and plan which may be required;
- c) Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
- d) Representation of the debtor in adversary proceedings and other contested bankruptcy matters;
- e) [Other provisions as needed]

None

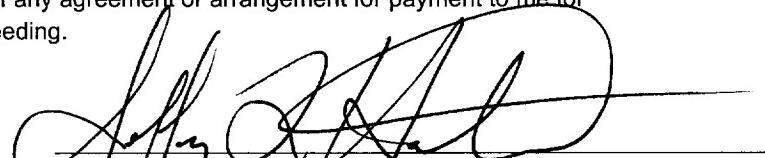
6. By agreement with the debtor(s) the above disclosed fee does not include the following services:

None

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

Dated: 2/3/00



Jeffrey L. Hartman, Esq., Bar No. 001607

Hartman & Armstrong

Attorney for Debtor(s)

In re: Portivity, Inc.
88-0238203

Case No. 99-33938

DECLARATION CONCERNING DEBTOR'S SCHEDULES

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

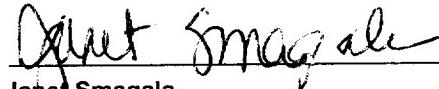
(NOT APPLICABLE)

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP

I, the **Secretary** of the corporation/partnership named as debtor in this case, declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of **31** sheets plus the summary page, and that they are true and correct to the best of my knowledge, information, and belief.

Date 3/3/00

Signature


Janet Smagala
Secretary